

A. G. Contract No. KR94-2201-TRN  
ECS File No.: JPA 94-110  
Project: Various ADOT ORGS  
Section: Provide Training  
PCC#: C98451

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE PIMA COUNTY  
COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is entered into on 7 November, 1997,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and the PIMA COUNTY COMMUNITY COLLEGE  
DISTRICT (hereinafter the "District").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The District is empowered by Arizona Revised Statutes Section 15-1444 to enter into this agreement and, by action of its Governing Board taken on July 9, 1997, has agreed to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the District.

3. The State has a continuing requirement for various trade, technical and professional training such as welding, construction inspection, leadership certification, etc. The State does not employ the necessary technically skilled instructors to provide this training. The District has agreed to arrange and provide the desired training at District sites as specified in this agreement.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 22028  
Filed with the Secretary of State  
Date Filed: 11/07/97

Betty Bayless  
Secretary of State

By: Wicky Greenwood

**II. SCOPE**

## 1. The State will:

a. Appoint a training coordinator within the ADOT to interface with the District relating to the training, provide appropriate advance notification to the District of the various types and geographical areas of desired training, and coordinate as required with the District to arrange and receive the training.

b. Be responsible for all required costs, including tuition and fees in amounts set by the State Board of Directors for Community Colleges of Arizona pursuant to A.R.S. 15-1425, and other costs as required for the instructional program.

c. Pay the District within 30 days after receipt of training invoices. Such payment will be in the form of State purchase orders, financed by the budget of the individual organizations within ADOT receiving the training, in a total amount not to exceed \$500,000.

## 2. The District will:

a. Appoint a training coordinator within the organization to interface with the State relating to the training, and coordinate the administrative aspects of the training with the District.

b. Provide training curriculum and approved certified instructors for courses requested by the State that have an agreed minimum number of enrollees.

c. Invoice the State upon the beginning of each class.

**III. MISCELLANEOUS PROVISIONS**

1. The term of this Agreement shall commence on the date of filing with the Secretary of State, and shall expire on the 30th day of June, 2002. Thereafter the agreement may be extended for additional 1-year periods by written approval of both parties. Either party may at any time cancel this agreement or renewal thereof, with or without cause, by giving thirty (30) days advance written notice to the other party which shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, this agreement shall become null and void except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of this agreement.

2. Both parties to this Agreement agree to comply with the State of Arizona Executive Order No. 75-5 "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS--NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS," and all other applicable federal and state employment laws, rules and regulations, including the Americans With Disabilities Act. Both parties shall take action to ensure that applicants for employment, employees and participants are not discriminated against due to race, religion, age, sex, national origin or disability.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518. Arbitration shall take place in Pima County, Arizona.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

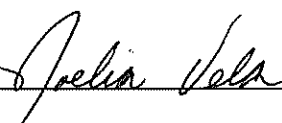
Arizona Department of Transportation  
Human Resource Development Center  
1130 North 22nd Avenue Mail Drop 069R  
Phoenix, AZ 85009-3716

Pima County Community College District  
c/o Bob Walters, Instructional Faculty  
Downtown Campus  
1255 North Stone Avenue, Bldg. CT100  
Tucson, AZ 85709-3030

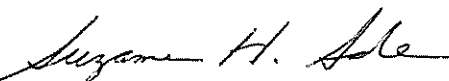
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**PIMA COUNTY COMMUNITY  
COLLEGE DISTRICT**

By   
President, Downtown Campus

**STATE OF ARIZONA**  
Department of Transportation

By   
SUSANNE H. SALE, Director  
Administrative Services Division

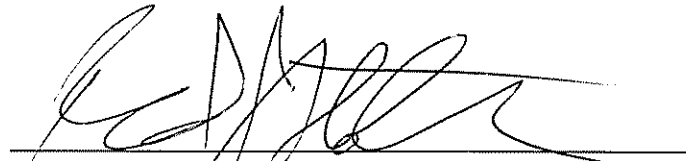


PIMA COUNTY COMMUNITY COLLEGE DISTRICT  
Sponsored Program Services

**APPROVAL AS TO FORM**

The undersigned has determined that the contract between Pima County Community College District and the State of Arizona, acting by and through its Department of Transportation, to provide instructional services, and providing for reimbursements to the Pima County Community College District for such services, for the period ending June 30, 2002, is in proper form and is within the powers granted by Arizona Revised Statutes.

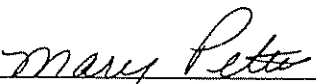
Approved this 7<sup>th</sup> day of August, 1997.

  
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Ronald J. Stolkin, Legal Counsel  
Pima County Community College District

RESOLUTION

BE IT RESOLVED on this 1st day of August 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Administrative Services Division, to enter into an agreement with Pima County Community College for the purpose of defining responsibilities for the College to provide various trade, technical and professional training.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Administrative Services Division.

  
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LARRY S. BONINE  
Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

TRN Main: (602) 542-1680  
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MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR94-2201TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE November 3, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/8596

Enc.